

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

**Document Scanning Lead Sheet**

Aug-20-2013 11:31 am

Case Number: CGC-13-533654

Filing Date: Aug-20-2013 11:26 am

Filed by: MARYANN E. MORAN

Juke Box: 001 Image: 04170858

**COMPLAINT**

**YELP, INC A DELAWARE CORPORATION VS. MCMILLIAN LAW GROUP INC., A CALIFORNIA CORPORATION et al**

001C04170858

**Instructions:**

Please place this sheet on top of the document to be scanned.

## SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

### NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

MCMILLAN LAW GROUP INC., a California corporation, and  
JULIAN MCMILLAN, an individual

### YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

YELP INC., a Delaware corporation

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): San Francisco County Superior Court

Civic Center Courthouse, 400 McAllister St.

San Francisco, CA 94102

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Daralyn J. Durie, Durie Tangri, LLP; 217 Leidesdorff Street, San Francisco, CA 94111; Tel: (415) 362-6666

DATE:  
(Fecha)

AUG 20 2013

CLERK OF THE COURT

clerk, by  
(Secretario)

Deputy  
(Adjunto)

*Mary A. Moran*

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

NOTICE TO THE PERSON SERVED: You are served

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
3.  on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
4.  by personal delivery on (date):

**M.A. MORAN**



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
 Daralyn J. Durie (169825); Joseph C. Gratz (240676); Alex J. Feerst (270537)  
 DURIE TANGRILL LLP  
 217 Leidesdorff Street  
 San Francisco, CA 94111  
 TELEPHONE NO. 415-362-6666 FAX NO. 415-236-6300

ATTORNEY FOR (Name): Plaintiff Yelp Inc.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco  
 STREET ADDRESS: 400 McAllister St.  
 MAILING ADDRESS: 400 McAllister St.  
 CITY AND ZIP CODE: San Francisco, CA 94102  
 BRANCH NAME: Civic Center Courthouse

CASE NAME:

Yelp Inc. v. McMillan Law Group Inc. and Julian McMillan

<b>CIVIL CASE COVER SHEET</b>		<b>Complex Case Designation</b>	<b>CASE NUMBER:</b> <b>C G C 1 3 - 5 3 3 6 5 4</b>
<input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	<input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
JUDGE: DEPT.:			

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b>	<b>Contract</b>	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403)	
<input type="checkbox"/> Auto (22)	<input type="checkbox"/> Breach of contract/warranty (06)	<input type="checkbox"/> Antitrust/Trade regulation (03)	
<input type="checkbox"/> Uninsured motorist (46)	<input type="checkbox"/> Rule 3.740 collections (09)	<input type="checkbox"/> Construction defect (10)	
<b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>			
<input type="checkbox"/> Asbestos (04)	<input type="checkbox"/> Other collections (09)	<input type="checkbox"/> Mass tort (40)	
<input type="checkbox"/> Product liability (24)	<input type="checkbox"/> Insurance coverage (18)	<input type="checkbox"/> Securities litigation (28)	
<input type="checkbox"/> Medical malpractice (45)	<input type="checkbox"/> Other contract (37)	<input type="checkbox"/> Environmental/Toxic tort (30)	
<input type="checkbox"/> Other PI/PD/WD (23)	<b>Real Property</b>		
<b>Non-PI/PD/WD (Other) Tort</b>			
<input checked="" type="checkbox"/> Business tort/unfair business practice (07)	<input type="checkbox"/> Eminent domain/Inverse condemnation (14)	<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)	
<input type="checkbox"/> Civil rights (08)	<input type="checkbox"/> Wrongful eviction (33)	<b>Enforcement of Judgment</b>	
<input type="checkbox"/> Defamation (13)	<input type="checkbox"/> Other real property (26)	<input type="checkbox"/> Enforcement of judgment (20)	
<input type="checkbox"/> Fraud (16)	<b>Misellaneous Civil Complaint</b>		
<input type="checkbox"/> Intellectual property (19)	<input type="checkbox"/> Commercial (31)	<input type="checkbox"/> RICO (27)	
<input type="checkbox"/> Professional negligence (25)	<input type="checkbox"/> Residential (32)	<input type="checkbox"/> Other complaint (not specified above) (42)	
<input type="checkbox"/> Other non-PI/PD/WD tort (35)	<input type="checkbox"/> Drugs (38)	<b>Misellaneous Civil Petition</b>	
<b>Employment</b>			
<input type="checkbox"/> Wrongful termination (36)	<input type="checkbox"/> Asset forfeiture (05)	<input type="checkbox"/> Partnership and corporate governance (21)	
<input type="checkbox"/> Other employment (15)	<input type="checkbox"/> Petition re: arbitration award (11)	<input type="checkbox"/> Other petition (not specified above) (43)	
	<input type="checkbox"/> Writ of mandate (02)		
	<input type="checkbox"/> Other judicial review (39)		

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a.  Large number of separately represented parties
- b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c.  Substantial amount of documentary evidence
- d.  Large number of witnesses
- e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f.  Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a.  monetary   b.  nonmonetary; declaratory or injunctive relief   c.  punitive

4. Number of causes of action (specify): Four

5. This case  is  is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: August 19, 2013

Daralyn J. Durie

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

ORIGINAL

1 DURIE TANGRI LLP  
2 DARALYN J. DURIE (Bar No. 169825)  
3 JOSEPH C. GRATZ (Bar No. 240676)  
4 ALEX J. FEERST (Bar No. 270537)  
5 217 Leidesdorff Street  
6 San Francisco, CA 94111  
7 Telephone: (415) 362-6666  
8 Facsimile: (415) 236-6300  
9 ddurie@durietangri.com  
10 jgratz@durietangri.com  
11 afeerst@durietangri.com

12 Attorneys for Plaintiff  
13 YELP INC.

14 **SUMMONS ISSUED**  
15 **FILED**  
16 *San Francisco County Superior Court*

17 **AUG 20 2013**

18 **CLERK OF THE COURT**  
19 **BY: *M.A. Moran***  
20 **M.A. MORAN**  
21 Deputy Clerk

22 SUPERIOR COURT OF THE STATE OF CALIFORNIA

23 COUNTY OF SAN FRANCISCO

24 UNLIMITED JURISDICTION

25 YELP INC., a Delaware corporation,  
26 Plaintiff,  
27 v.  
28 MCMILLAN LAW GROUP INC., a California  
corporation, and  
JULIAN MCMILLAN, an individual,  
Defendants.

CGC 13-533654  
Case No.

**YELP INC.'S COMPLAINT FOR:**

- 1. BREACH OF CONTRACT;**
- 2. INTENTIONAL INTERFERANCE WITH CONTRACTUAL RELATIONS;**
- 3. VIOLATIONS OF CALIFORNIA BUSINESS & PROFESSIONS CODE §§ 17200 ET SEQ (UNFAIR COMPETITION LAW); AND**
- 4. VIOLATIONS OF CALIFORNIA BUSINESS & PROFESSIONS CODE §§ 17500 ET SEQ (FALSE ADVERTISING LAW)**

**JURY TRIAL DEMANDED**

29 (Amount demanded exceeds \$25,000)

1 Plaintiff Yelp Inc. hereby complains and alleges against Defendants as follows:

2 **INTRODUCTION**

3 1. Every day, millions of people use online reviews to help them make purchasing decisions,  
4 whether for doctors, lawyers, pizza parlors, or dog walkers. Online reviews are a great resource for  
5 consumers to learn about local businesses and professionals. Unfortunately, however, some businesses  
6 try to game the system by stacking the deck in their favor with planted or fake reviews. The McMillan  
7 Law Group—run by Julian McMillan—is one such business.

8 2. Yelp owns and operates popular websites that feature information about local  
9 businesses nationwide and around the world, and that include ratings, reviews, photos, and more. Yelp's  
10 U.S. website, which is located at [www.yelp.com](http://www.yelp.com), and equivalent international websites, such as  
11 [www.yelp.co.uk](http://www.yelp.co.uk) (collectively, the "Yelp Site"), averaged 102 million monthly unique visitors between  
12 January and March 2013, and users have posted over 39 million reviews to them.

13 3. Deceptive or fake reviews are harmful to consumers. Regulators have taken strong action  
14 against those behind deceptive online testimonials, while academics and the media have also focused on  
15 the problems of spurious online reviews. Yelp prohibits deceptive and fake reviews through its Terms of  
16 Service, and has developed sophisticated technologies to detect and remove such content. Yelp also  
17 aggressively investigates businesses that post or purchase fake reviews, and works diligently to warn  
18 consumers about them.

19 4. The McMillan Law Group, a San Diego law firm specializing in bankruptcy, exemplifies  
20 the behavior that Yelp combats daily through its algorithms and investigations—the planting of fake  
21 reviews intended to sway potential clients with false testimonials. The McMillan Law Group's efforts to  
22 mislead consumers are particularly brazen and disappointing given they have targeted some of the most  
23 vulnerable consumers of all—individuals who may be facing bankruptcy and who are looking for  
24 potential legal representation.

25 **THE PARTIES AND VENUE**

26 5. Plaintiff Yelp Inc. ("Yelp") is a Delaware Corporation having its principal place of  
27 business in the County of San Francisco, State of California.

28 6. Defendant McMillan Law Group Inc. ("MLG") is a California Corporation having its

principal place of business in the County of San Diego, State of California.

7. Defendant Julian McMillan (“McMillan”) is an attorney and member of the California State Bar. He practices law at and manages McMillan Law Group. McMillan is a resident of the state of California.

8. Defendants McMillan Law Group and Julian McMillan are referred to collectively herein as "Defendants."

9.       Venue and jurisdiction are proper in this court because the respective Terms of Service agreements between Yelp and McMillan Law Group and Yelp and McMillan provide in Paragraph 13 that, “For any claim brought by either party, you agree to submit and consent to the personal and exclusive jurisdiction in, and the exclusive venue of, the state and federal courts located within San Francisco County, California.”

## **GENERAL ALLEGATIONS**

#### A. Yelp Depends on Providing Trustworthy Reviews to the Public

10. Plaintiff Yelp owns and operates Yelp.com, a website that provides a forum for members of the public, free of charge, to read and write reviews about local business. Millions of people read reviews posted at Yelp.com for information to help them make spending decisions.

11. In order to write a Yelp review, a user must register for a free user account and provide a name, zip code, and functional email address. Yelp users have written more than 39 million reviews of local businesses. Over the past eight years, Yelp has worked hard to build a community that shares honest reviews based on personal consumer experiences.

12. Yelp also offers free accounts for business owners. Any business owner can set up a Yelp account with which it can, among other things, post information about the business and respond to reviews either publicly or privately.

13. Yelp users depend on the integrity of Yelp's service. If businesses owners or employees post favorable self-reviews, solicit consumers to post favorable reviews in exchange for value, encourage friends, relatives, or colleagues to write favorable reviews not based on experience as a consumer, trade reviews with colleagues based on mutual self-interest, or pay third-parties to write favorable reviews, then people relying on Yelp reviews are harmed by the false or biased information presented by the

1 reviewers as legitimate commentary.

2       14. Businesses also depend on Yelp reviews. If competitors and their employees author  
3 reviews praising themselves, trade favorable reviews with colleagues that are based on mutual self-  
4 interest but not actual experience as a consumer, or commission favorable reviews, it harms businesses  
5 who act honestly and rely entirely on positive unsolicited reviews from consumers based on actual  
6 experiences.

7       15. The integrity of Yelp reviews is fundamental to Yelp's business model. Yelp's core  
8 service is providing a forum for honest opinions about businesses written by consumers based on actual  
9 experience. If Yelp users believed that Yelp reviews were written by business owners and employees  
10 about their own businesses, or traded with other businesses for other favorable reviews, the value of Yelp  
11 reviews, and of Yelp itself, would be undermined. Since its founding in 2004, Yelp has invested  
12 considerable time and resources into maintaining the integrity of its review system. Any actions that  
13 undermine the reliability of Yelp reviews harm Yelp.

14       **B. Yelp's Terms of Service and Content Guidelines**

15       16. To register for a Yelp account, each user must agree to Yelp's Terms of Service ("Terms  
16 of Service"), attached hereto as Exhibit 1. The current Terms of Service apply to all account holders.

17       17. Paragraph 4.D of Yelp's Terms of Service, titled "User Accounts," provides that "[y]our  
18 account is for your personal, non-commercial use only. . . . You may not . . . create or use an account  
19 for anyone other than yourself, provide an email address other than your own, or create multiple  
20 accounts."

21       18. Paragraph 6 of Yelp's Terms of Service, titled "Restrictions," provides that "You agree  
22 not to, and will not assist, encourage, or enable others to use the Site to: (i) Violate our Content  
23 Guidelines, for example, by writing a fake or defamatory review, trading reviews with other businesses,  
24 or compensating someone or being compensated to write or remove a review."

25       19. To ensure that Yelp users have access to high-quality information based on actual  
26 consumer experiences, Yelp maintains and enforces Content Guidelines. Yelp's Content Guidelines,  
27 attached hereto as Exhibit 2, govern what users may and may not post on Yelp. They are incorporated by  
28 reference into Paragraph 6 of Yelp's Terms of Service.

1       20.   Yelp's Content Guidelines include a section entitled "General Guidelines." The "Conflicts  
2 of Interest" section in the General Guidelines provides: "Your contributions should be unbiased and  
3 objective. For example, you shouldn't write reviews of your own business or employer, your friends' or  
4 relatives' business, or businesses in your networking group."

5       **C.   The McMillan Law Group**

6       21.   The McMillan Law Group is a law firm located in San Diego, California.

7       22.   The McMillan Law Group holds itself out as specializing in bankruptcy law. The  
8 McMillan Law Group runs websites located at [www.mcmillanlawgroup.com](http://www.mcmillanlawgroup.com) and  
9 [www.thebankruptcyguysandiego.com](http://www.thebankruptcyguysandiego.com).

10       23.   The McMillan Law Group is run by attorney Julian McMillan. The McMillan Law  
11 Group's statement, posted on its Yelp business page, states that it was founded in 2008. A section  
12 entitled, "Meet the Manager: Julian M." the McMillan Law Group notes that "[s]ince 2008, Mr.  
13 McMillan has personally overseen every case handled by the McMillan Law Group." A copy of the  
14 McMillan Law Group's Yelp page is attached hereto as Exhibit 3.

15       24.   On September 13, 2010, The McMillan Law Group received its first review on Yelp—a  
16 negative one star review from Yelp user "Corrie B." which read "Would never recommend. Didn't abide  
17 by their own agreement. Communication was very poor." Soon thereafter, positive reviews began  
18 flooding the Yelp listing for McMillan Law Group, as detailed below.

19       **D.   McMillan Law Group Employees Pretend to be Clients and Review Their Own  
20 Employer on Yelp**

21       25.   From 2009 to 2011, Andrew Boylan worked as an attorney at the McMillan Law Group.  
22 Attached hereto as Exhibit 4 is a copy of Mr. Boylan's publicly-available resume. Mr. Boylan has had  
23 access to at least two Yelp accounts. One is Mr. Boylan's Yelp user account, which is associated with an  
24 email account that appears to belong to Mr. Boylan. The other is a Yelp business account for the  
25 McMillan Law Group that is associated with an email address at the [mcmillanlawgroup.com](http://mcmillanlawgroup.com) domain.

26       26.   On September 24, 2010, while he was an employee of the McMillan Law Group, Andrew  
27 Boylan wrote a review of the McMillan Law Group using his personal Yelp user account. The review,  
28 which included a rating of five out of five stars, consisted of two words: "Exceeded expectations."

1        27. From January 2010 to March 2011, Isabella Lung worked as an office manager and legal  
2 assistant at the McMillan Law Group.

3        28. On October 7, 2010, Ms. Lung created a profile under the name Bella Lung, associated  
4 with a personal email address.

5        29. Five minutes after creating the profile, Ms. Lung posted the following five-star review of  
6 the McMillan Law Group:

7            The entire firm staff was very helpful. I never felt uncomfortable asking  
8            questions throughout the process, and the staff was very informative. I was  
9            kept in the loop throughout my filing. I certainly recommend McMillan  
Law Group for a quick, efficient and pain-free bankruptcy experience. I  
am now back on my feet again financially thanks to the firm.

10        30. A copy of Ms. Lung's October 7, 2010 review is attached hereto as Exhibit 5.

11        31. On October 15, 2010, Marisa Famalette created a Yelp account and within 10 minutes  
12            wrote a review of the McMillan Law Group. She also gave it 5 stars. She wrote, "In a time of extreme  
13            stress for me personally because of the legal issues I needed assistance with, the group made me feel  
14            secure and taken care of. The competence of this firm went above and beyond any expectation that I  
15            ever had. I would recommend their services to anyone needing assistance in these legal areas." A copy  
16            of Ms. Famalette's review is attached hereto as Exhibit 6.

17        32. Marisa Famalette later married McMillan Law Group attorney Andrew Boylan.

18        33. On November 4, 2010, Ms. Lung registered for another personal Yelp account, this time  
19            under the name "Isabella Lung" rather than "Bella Lung." Ms. Lung's "Isabella Lung" Yelp account was  
20            created from a computer located at the same Internet Protocol address ("IP address") as the one used to  
21            create her "Bella Lung" account.

22        34. About 10 minutes after registering this second Yelp account, Ms. Lung used it to write  
23            another review of the McMillan Law Group. She (again) gave it five stars. She wrote, "I was recently in  
24            a lot of legal trouble and needed assistance to help me get out of the hole I was in. I immediately went to  
25            a friend who recommended the attorney at McMillan Law Group and never once second guessed my  
26            decision to hire him. I was very impressed by the professional, yet friendly atmosphere. I needed an  
27            attorney who was always there to guide me step by step and everyone was so accessible, something I did  
28            not expect to encounter. I would highly recommend any of my friends and you if you are in need of legal

1 services. Thank you again McMillan Law Group!"

2 35. On information and belief, Isabella Lung has never filed for bankruptcy and has never  
3 been a client of Defendants.

4 36. The reviews of the McMillan Law Group posted from Mr. Boylan's account and both of  
5 Ms. Lung's accounts came from the same IP address.

6 37. From a computer at this same IP address as that used by Mr. Boylan and Ms. Lung to  
7 access their Yelp accounts, Julian McMillan has logged into his personal Yelp account and into the  
8 business account for the McMillan Law Group. On information and belief, this IP address is associated  
9 with the McMillan Law Group's office.

10 **E. Four Yelp Profiles are Created One Morning at McMillan Law Group and Give it  
11 Rave Reviews**

12 38. On December 30, 2010, between 8 and 9 am, four new Yelp user accounts were created  
13 from a computer located at the same McMillan Law Group IP address used to create the reviews  
14 described above.

15 39. Around 8:14 am on December 30, 2010, a user account was registered under the name  
16 "John Oliver" from a computer at the McMillan Law Group IP address. About one minute later, John  
17 Oliver posted a review of the McMillan Law Group. He gave it five stars. He wrote, "Through the filing  
18 of a chapter 13 bankruptcy case, the Attorneys at the McMillan Law Group stopped the foreclosure on  
19 my house, stripped off my second mortgage and essentially cancelled all of my credit card debt. I paid a  
20 flat fee of \$3,300.00 and had no surprise charges or billings. I worked directly with an attorney and felt  
21 very confident from start to finish. I would highly recommend this firm for any Bankruptcy Assistance."  
22 Attached hereto as Exhibit 7 is a copy of the review of MLG posted from the John Oliver user account.

23 40. The user logged out of the John Oliver account at 8:15 am. For the following two and half  
24 years, the account has been inactive.

25 41. A few minutes later, around 8:23 am, a user account was registered under the name Bob  
26 Wish from a computer at the McMillan Law Group's IP address. About one minute later, a user posted a  
27 review of the McMillan Law Group from this account, giving it five stars. He wrote, "My company and  
28 I hired the McMillan Law Group to defend us in six separate lawsuits by Vulture Funds who were trying

1 to take over our commercial properties. The Lawyers at the McMillan Law Group worked tirelessly and  
2 efficiently to keep the lawsuits at bay while we worked on refinancing with traditional banks. . . . I will  
3 continue to rely on Julian McMillan as my chief counsel in all legal matters.” Attached hereto as Exhibit  
4 8 is the review of MLG posted from the Bob Wish user account.

5 42. The user logged out of the Bob Wish account at about 8:30 am. For the following two and  
6 half years, the account has been inactive.

7 43. A few minutes later, around 8:38 am, a user account was registered under the name Bryan  
8 Sales from a computer at the McMillan Law Group’s IP address. About one minute later, a user posted a  
9 review of the McMillan Law Group from this account, giving it four stars. He wrote, “They promissed  
10 [sic] me a fresh start through a Chapter 7 Bankruptcy and I got it. They got rid of all my debt and even  
11 helped me find a job. They worked with me on a payment plan for the fees and even stopped harassing  
12 creditor calls before the filing of my case. I will be referring anyone I know in need of their services.”  
13 Attached hereto as Exhibit 9 is the review of MLG posted from the Bryan Sales user account.

14 44. The user logged out of the Bryan Sales account at 8:41 am. During the following two and  
15 half years, the account has been inactive.

16 45. A few minutes later, around 8:54 am, a user account was registered under the name Mac  
17 Barba from a computer at the McMillan Law Group’s IP address. About two minutes later, a user posted  
18 a review of the McMillan Law Group, giving it five stars. Beginning with the exact same sentence as in  
19 the Bryan Sales review, the user wrote, “They promissed [sic] me a fresh start through Chapter 7  
20 Bankruptcy and I got it. They stopped all of the creditor calls immediately after I retained them. I  
21 worked with one attorney throughout the entire process and was always made to feel confident in my  
22 situation. The best thing about them was that they helped me get a job. As well, their assistance did not  
23 end with the Bankruptcy. They worked with me afterwards to improve my credit and got me cash  
24 settlements from creditors who had illegally reported on my bureaus. I paid them to do my bankruptcy,  
25 and they paid me back three times over.” Attached as Exhibit 10 is the review of MLG posted from the  
26 Mac Barba user account.

27 46. The user logged out of the Mac Barba account at 12:46 pm. For the following two and  
28 half years, the account has been inactive.

1       47. On information and belief, the Yelp reviews of the McMillan Group by the John Oliver,  
2 Bob Wish, Bryan Sales, and Mac Barba profiles were posted by Defendants.

3       **F. McMillan Law Group Swaps Reviews with a Circle of Local Lawyers**

4       48. McMillan has also participated in a circle of San Diego lawyers who trade positive  
5 reviews. In addition to McMillan, this group of lawyers includes David J. Muñoz, John F. McCarthy,  
6 Jennifer Morel, Ashley Teague, and Puja A. Sachdev.

7       49. These reviews are each dishonest in a range of ways. Some simply fail to disclose the  
8 relationship between the reviewer and the reviewed. In others, the reviewer poses as a client and narrates  
9 in detail their positive experience with a service they never used. In a few, the reviewer uses a fake  
10 name.

11       50. In April 2012, within the space of a few days, these lawyers gave one another other rave  
12 reviews on Yelp.

13       51. John F. McCarthy is a San Diego-based employment lawyer practicing at the Law Office  
14 of John F. McCarthy.

15       52. On April 5, 2012, around 10:41 am, a user account was registered under the name “Daryl  
16 Price.” On information and belief, the email address used belongs to Mr. McCarthy. About one minute  
17 later, the “Daryl Price” account posted a review of the McMillan Law Group. He gave it five stars. He  
18 wrote, “[t]he McMillan law group seriously rocks. Julian took care of my bankruptcy and now I can get  
19 back to living my life instead of freaking out about credit card companies calling.” Attached hereto as  
20 Exhibit 11 is the review of MLG posted from the “Daryl Price” user account.

21       53. Jennifer Ann Klock Morel is a San Diego-based attorney practicing at Morel Law. Ms.  
22 Morel has a Yelp user account under the name “JJ Kay.”

23       54. On April 5, 2012, the same day as Mr. McCarthy posted his review, Ms. Morel also  
24 posted a review of the McMillan Law Group. She gave it five stars. She wrote, “Mr. McMillan is an  
25 excellent and knowledgeable attorney – he is well versed in creditor issues, and he puts the smack down  
26 on creditor harassment right away. If you’ve got debt matters, I highly recommend McMillan Law  
27 Group!”

28       55. David J. Muñoz is a San Diego-based attorney practicing at Mission Legal Center.

1       56. On April 6, 2012, the day after Mr. McCarthy and Ms. Morel posted their reviews, Mr.  
2 Muñoz posted a review of McMillan Law Group. He gave it five stars. He wrote, "I refer my clients to  
3 Julian McMillan law group because he is knowledgeable and treats them right. It's important to find an  
4 attorney that will treat people politely and respectfully and Julian definitely does. I recommend him for  
5 any bankruptcy matter." Attached hereto as Exhibit 12 is the review of MLG posted from the David  
6 Muñoz user account.

7       57. Ashley Teague is a San Diego-based attorney practicing at Teague Law.

8       58. On April 6, 2012, the same day that Mr. Muñoz posted his review, Ms. Teague also posted  
9 a review of the McMillan Law Group. She gave it five stars. She wrote, "Julian is an amazing  
10 knowledgeable bankruptcy attorney – I send all of my clients to him for their bankruptcy needs!"  
11 Attached hereto as Exhibit 13 is the April 6, 2012 review of MLG posted from the Ashley Teague user  
12 account.

13       59. Ms. Teague had previously, on October 19, 2011, posted a review of Mission Legal  
14 Center. She gave it 5 stars. She wrote, "David and Rosario are amazing personal injury attorneys with a  
15 wealth of knowledge and experience. They are responsive, dependable, and will fight to get you the  
16 money you deserve. I would recommend them to anyone who has been injured in a car accident or  
17 otherwise, and is trying to find out if they can be compensated for their injuries!" Attached hereto as  
18 Exhibit 14 is the October 19, 2011 review of MLG posted from the Ashley Teague user account.

19       60. Puja A. Sachdev is a San Diego-based attorney specializing in family law and practicing  
20 at the Law Office of Puja A. Sachdev.

21       61. On information and belief, Ms. Sachdev controls a Yelp account registered under the  
22 name "Eryn Sanders." The "Eryn Sanders" Yelp account has posted reviews from a computer at the  
23 same IP address as that used to log in to the Yelp business account of the Law Office of Puja A. Sachdev.  
24 On information and belief, the email address associated with the "Eryn Sanders" Yelp account belongs to  
25 Ms. Sachdev.

26       62. On April 8, 2012, several days after Mr. McCarthy, Ms. Morel, Ms. Teague, Mr. Muñoz,  
27 and McMillan reviewed one another, the "Eryn Sanders" account user posted a Yelp review of the  
28 McMillan Law Group. She gave it five stars. She wrote, "There are so many people out there saying

1 that they do bankruptcy that it is hard to narrow it down to someone who truly knows what they are  
2 doing and can really help you. I spoke to some of these “other” people and they couldn’t even answer  
3 my questions or weren’t willing to take the time to. I was so relieved to find Julian because he explained  
4 the process to me and made the phone calls stop! Thank you to Julian for helping me to move on to the  
5 next chapter in my life. I have sent some other people to him too because I don’t want my friends to  
6 waste their time with the posers!” Attached hereto as Exhibit 15 is the April 18, 2012 review of MLG  
7 posted from the “Eryn Sanders” user account.

8       63.    On July 2, 2012, the “Eryn Sanders” account user posted a review of Morel Law. She  
9 gave it 5 stars. She wrote, “I am so happy that I met Ms. Morel, she is so considerate and compassionate.  
10 She helped me see the light at the end of the tunnel. She was very professional and I got over my own  
11 hesitation about filing bankruptcy and the stigmas that go with it. She explained to me how the process  
12 works and kept me informed along the way. I know there are many bankruptcy lawyers out there, but I  
13 hope you will consider Ms. Morel to handle yours. I was very happy I did!” Three Yelp users marked  
14 this review as “useful.” Attached hereto as Exhibit 16 is the July 2, 2012 review of MLG posted from  
15 the “Eryn Sanders” user account.

16       64.    No bankruptcy filings have been made for Puja A. Sachdev.

17       65.    No bankruptcy filings for anyone named Eryn Sanders have been made by Defendants.

### **FIRST CAUSE OF ACTION**

#### **(Breach of Contract against Both Defendants)**

20       66.    Yelp hereby alleges and incorporates by reference paragraphs 1 through 65 of this  
21 complaint, as if fully set forth herein.

22       67.    In order to register each of his personal and business Yelp accounts, McMillan agreed to  
23 Yelp’s Terms of Service, which prohibit among other things writing fake reviews, trading reviews with  
24 other businesses, compensating someone to write a review, writing reviews of one’s own business,  
25 friends’ or relatives’ business, or businesses in one’s networking group. The Terms of Service also  
26 prohibit assisting, encouraging, or enabling others to do so.

27       68.    Yelp performed its obligations under the Terms of Service.

28       69.    Defendants breached the Terms of Service by: writing fake reviews; writing reviews of

1 their own business; and having those they compensate write reviews on their behalf; and assisting,  
2 encouraging, or enabling others to write fake reviews, write reviews of their employer, trade reviews  
3 with other businesses, and write reviews of friends' or relatives' businesses or businesses in their  
4 networking groups.

5 70. As a result of Defendants' breaches, reviews in violation of Yelp's Terms of Service  
6 appeared on Yelp.com causing damages to Yelp in an amount to be determined at trial.

7 **SECOND CAUSE OF ACTION**

8 **(Intentional Interference With Contract Against Both Defendants)**

9 71. Yelp hereby alleges and incorporates by reference paragraphs 1 through 65 of this  
10 complaint, as if fully set forth herein.

11 72. In order to register for a Yelp account that could be used to write Yelp reviews, each  
12 person who wrote a review agreed to Yelp's Terms of Service.

13 73. Yelp performed its obligations under the Terms of Service.

14 74. Defendants knew that Yelp users (i.e., anyone able to write a Yelp review) are  
15 contractually required to comply with Yelp's Terms of Service.

16 75. Plaintiff is informed and believes and on that basis alleges that Defendants intentionally  
17 encouraged Yelp users to write Yelp reviews that violated Yelp's Terms of Service, and this intentional  
18 encouragement was designed to induce them to breach their respective agreements with Yelp. As a  
19 proximate result, these Yelp users breached their contractual obligations to Yelp by posting reviews that  
20 violated the Terms of Service.

21 76. Yelp suffered damages in an amount to be determined at trial.

22 77. On information and belief, Defendants' acts that constitute intentional interference with  
23 contractual relations were carried out willfully, fraudulently, maliciously, and with a wanton disregard of  
24 Yelp's rights, thereby entitling Yelp to punitive damages to be proven at trial.

25 **THIRD CAUSE OF ACTION**

26 **(Unfair Competition Under California Business and Professions Code Section 17200 Et Seq.  
27 Against Both Defendants)**

28 78. Yelp hereby alleges and incorporates by reference paragraphs 1 through 65 of this

1 complaint, as if fully set forth herein.

2 79. Defendants have engaged in unfair and deceptive acts and practices. They have posted  
3 reviews under names other than their own and encouraged employees, colleagues, and friends to post  
4 false or misleading reviews of Defendants' business. All such conduct violated California Business &  
5 Professions Code §§ 17200 *et seq.*

6 80. Defendants' conduct, as discussed above, is unlawful under California Business &  
7 Professions Code §§ 17200 *et seq.* By posting or causing others to post fake Yelp reviews online as  
8 described above, Defendants' conduct violates California Rule of Professional Conduct 1-400, which  
9 prohibits false or misleading statements in attorney advertising as well as attorney advertising that fails to  
10 so identify itself.

11 81. Members of the public are likely to be deceived by the Defendants' misrepresentations,  
12 such as positive reviews of the McMillan Law Group written by McMillan Law Group employees, by  
13 McMillan, or by non-client friends or colleagues of Defendants. Consequently, Defendants' conduct as  
14 described above also constitutes fraudulent business acts in violation of California Business &  
15 Professions Code §§ 17200 *et seq.*

16 82. As a result of Defendants' unlawful, unfair and fraudulent business practices, Yelp has  
17 been injured, continues to be injured, and has suffered financial loss.

18 **FOURTH CAUSE OF ACTION**

19 **(False Advertising Under California Business And Professions Code Section 17500 Et Seq. Against  
20 Both Defendants)**

21 83. Yelp hereby alleges and incorporates by reference paragraphs 1 through 65, and 78-82 of  
22 this complaint, as if fully set forth herein.

23 84. By posting or causing others to post fake or biased Yelp reviews online as described  
24 above, Defendants disseminated or caused the dissemination of false and/or misleading information in  
25 violation of California Business & Professions Code §§ 17500 *et seq.*

26 85. Defendants knew or reasonably should have known at the time of posting these reviews,  
27 or causing these reviews to be posted, that the statements they contained were untrue or misleading.

28 ///

86. As a result of Defendants' dissemination of false or misleading information, Yelp has been injured, continues to be injured, and has suffered financial loss.

## **PRAAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment as follows:

1. Compensatory damages, past and future, in an amount adequate to compensate Plaintiff;
2. General damages;
3. Exemplary and punitive damages for Defendants' willful and malicious actions;
4. Pre-judgment and post-judgment interest at the maximum rate allowed by law;
5. Attorneys' fees and costs incurred by virtue of Defendants' actions; and
6. Such other and further relief as the Court may deem proper.

**DEMAND FOR JURY**

Plaintiff Yelp Inc. respectfully requests trial by jury as to all issues so triable.

Respectfully submitted,

Dated: August 19, 2013

## DURIE TANGRI LLP

By: Daralyn J. Durie

Attorneys for Plaintiff YELP INC.

**EXHIBIT 1**



## Terms of Service

**Last Updated on November 27, 2012** These terms and conditions are effective immediately for those registering accounts after that date and will become effective December 27, 2012 for those with pre-existing accounts. To review the previous terms, please click [here](#).

These terms and conditions (the "Terms") govern your access to and use of Yelp's websites and mobile applications that link to or reference these Terms ("Site"). By accessing or using the Site, you are agreeing to these Terms and concluding a legally binding contract with Yelp Inc., a Delaware corporation headquartered in San Francisco, California ("Yelp"). Do not access or use the Site if you are unwilling or unable to be bound by the Terms.

### 1 DEFINITIONS

#### A Parties

"You" and "your" refer to you, as a user of the Site. A "user" is someone who accesses, browses, crawls, scrapes, or in any way uses the Site. "We," "us," and "our" refer to Yelp.

#### B Content

"Content" means text, images, photos, audio, video, location data, and all other forms of data or communication. "Your Content" means Content that you submit or transmit to, through, or in connection with the Site, such as ratings, reviews, compliments, invitations, check-ins, messages, and information that you publicly display or displayed in your account profile. "User Content" means Content that users submit or transmit to, through, or in connection with the Site. "Yelp Content" means Content that we create and make available in connection with the Site. "Third Party Content" means Content that originates from parties other than Yelp or its users, which is made available in connection with the Site. "Site Content" means all of the Content that is made available in connection with the Site, including Your Content, User Content, Third Party Content, and Yelp Content.

### 2 CHANGES TO THE TERMS OF SERVICE

We may modify the Terms from time to time. The most current version of these Terms will be located here. You understand and agree that your access to or use of the Site is governed by the Terms effective at the time of your access to or use of the Site. If we make material changes to these Terms, we will notify you by email or by posting a notice on the Site prior to the effective date of the changes. We will also indicate at the top of this page the date that revisions were last made. You should revisit these Terms on a regular basis as revised versions will be binding on you. Any such modification will be effective upon our posting of new Terms. You understand and agree that your continued access to or use of the Site after the effective date of modifications to the Terms indicates your acceptance of the modifications.

### 3 TRANSLATION

We may translate these Terms into other languages for your convenience. Nevertheless, the English version governs your relationship with Yelp, and any inconsistencies among the different versions will be resolved in favor of the English version.

### 4 USING THE SITE

#### A Eligibility

To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter into these Terms. You may not access or use the Site if you are a competitor of ours or if we have previously banned you from the Site or closed your account.

#### B Permission to Use the Site

We grant you permission to use the Site subject to the restrictions in these Terms. Your use of the Site is at your own risk, including the risk that you might be exposed to Content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

#### C Site Availability

The Site may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

#### D User Accounts

You must create an account and provide certain information about yourself in order to use some of the features that are offered through the Site. You are responsible for maintaining the confidentiality of your account password. You are also responsible for all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason.

Your account is for your personal, non-commercial use only. In creating it, we ask that you provide complete and accurate information about yourself to bolster your credibility as a contributor to the Site. You may not impersonate someone else (e.g., adopt the identity of a celebrity or your next-door neighbor), create or use an account for anyone other than yourself, provide an email address other than your own, or create multiple accounts. If you use a pseudonym, take care to note that others may still be able to identify you if, for example, you include identifying information in your reviews, use the same account information on other sites, or allow other sites to share information about you with Yelp. Please read our [Privacy Policy](#) for more information.

#### E Communications from Yelp and other Users

By creating an account, you agree to receive certain communications in connection with the Site. For example, you might receive compliments or friend requests from other Users. You will also receive our weekly e-mail newsletter about happenings in your neighborhood. You can opt-out of non-essential communications here.

### 5 CONTENT

#### A Responsibility for Your Content

You alone are responsible for Your Content, and once published, it cannot always be withdrawn. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. You represent that you own, or have the necessary permissions to use and authorize the use of Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by Yelp.

You may expose yourself to liability if, for example, Your Content contains material that is false, intentionally misleading, or defamatory, violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography, exploits or otherwise harms minors, or violates or advocates the violation of any law or regulation.

#### B Our Right to Use Your Content

We may use Your Content in a number of different ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms ("Other Media"). As such, you hereby irrevocably grant us world-wide, perpetual, non-exclusive, royalty-free, assignable, sublicensable, transferable rights to use Your Content for any purpose. Please note that you also irrevocably grant the users of the Site and any Other Media the right to access Your Content in connection with their use of the Site and any Other Media. Finally, you irrevocably waive, and cause to be waived, against Yelp and its users any claims and assertions of moral rights or attribution with respect to Your Content. By "use" we mean use, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyze, commercialize, and prepare derivative works of Your Content.

#### C Ownership

As between you and Yelp, you own Your Content. We own the Yelp Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, including, but not limited to, our compilation of User Content and other Site Content, computer code, products, software, aggregate user review ratings, and all other elements and components of the Site excluding Your Content, User Content and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world ("IP Rights") associated with the Yelp Content and the Site, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create

derivative works or adaptations of, publicly display or in any way exploit any of the Yelp Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Site and the Yelp Content are retained by us.

#### D Advertising

Yelp and its licensees may publicly display advertisements and other information adjacent to or included with Your Content. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you.

#### E Content Feeds

We make some of the Site Content ("Feed Content") available via Real Simple Syndication and Atom feeds ("Feeds"). You may access and use the Feeds in order to display Feed Content on your personal computer, website, or blog ("Your Site"), provided that (i) your use of the Feeds is for personal, non-commercial purposes only, (ii) your display of the Feed Content links back to the relevant pages on Yelp's websites, and attributes Yelp as the source of the Feed Content, (iii) your use or display of the Feed Content does not suggest that Yelp promotes or endorses any third party causes, ideas, websites, products or services, including Your Site, (iv) you do not redistribute the Feed Content, and (v) your use of the Feeds does not overburden Yelp's systems. Yelp reserves all rights in the Feed Content and may terminate the Feeds at any time. Please select "Partnerships" on our contacts page here to inquire about other possible uses of the Feeds.

#### F Other

User Content (including any that may have been created by users employed or contracted by Yelp) does not necessarily reflect the opinion of Yelp. We reserve the right to remove, screen, edit, or reinstate User Content from time to time at our sole discretion for any reason or no reason, and without notice to you. For example, we may remove a review if we believe it violates our Content Guidelines. We have no obligation to retain or provide you with copies of Your Content, nor do we guarantee any confidentiality with respect to Your Content.

### 6 RESTRICTIONS

We are under no obligation to enforce the Terms on your behalf against another user. While we encourage you to let us know if you believe another user has violated the Terms, we reserve the right to investigate and take appropriate action at our sole discretion.

#### A You agree not to, and will not assist, encourage, or enable others to use the Site to:

- i. Violate our Content Guidelines, for example, by writing a fake or defamatory review, trading reviews with other businesses, or compensating someone or being compensated to write or remove a review;
- ii. Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- iii. Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
- iv. Promote a business or other commercial venture or event, or otherwise use the Site for commercial purposes, except in connection with a Business Account and as expressly permitted by Yelp;
- v. Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not, engage in keyword spamming, or otherwise attempt to manipulate the Site's search results or any third party website;
- vi. Solicit personal information from minors, or submit or transmit pornography; or
- vii. Violate any applicable law.

#### B You also agree not to, and will not assist, encourage, or enable others to:

- i. Violate the Terms;
- ii. Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Site or Site Content (other than Your Content), except as expressly authorized by Yelp;
- iii. Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Site or any Site Content;
- iv. Reverse engineer any portion of the Site;
- v. Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Site or on any materials printed or copied from the Site;
- vi. Record, process, or mine information about other users;
- vii. Access, retrieve or index any portion of the Site for purposes of constructing or populating a searchable database of business reviews;
- viii. Reformat or frame any portion of the Site;
- ix. Take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on Yelp's technology infrastructure or otherwise make excessive traffic demands of the Site;
- x. Attempt to gain unauthorized access to the Site, user accounts, computer systems or networks connected to the Site through hacking, password mining or any other means;
- xi. Use the Site or any Site Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses");
- xii. Use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site;
- xiii. Use the Site to violate the security of any computer network, crack passwords or security encryption codes, disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site Content, or
- xiv. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Site.

The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to them (even if permissible under applicable law) without providing 30 days' prior written notice to us here, together with any information that we may reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion.

### 7 GUIDELINES AND POLICIES

#### A Content Guidelines

You represent that you have read and understood our Content Guidelines.

#### B Privacy

You represent that you have read and understood our Privacy Policy. Note that we may disclose information about you to third parties if we have a good faith belief that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities, (ii) enforce or apply our Terms and Privacy Policy, (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us, or (iv) protect our rights, reputation, and property, or that of our users, affiliates, or the public. If you use the Site outside of the United States, you consent to having your personal data transferred to and processed in the United States.

#### C Copyright And Trademark Disputes

Please see our Infringement Policy for information about copyright and trademark disputes.

#### D Events

Please see our Event Terms and Conditions for information about events listed on or linked to on the Site. You represent that you have read and understood them.

### 8 YELP DEALS AND YELP ADVERTISING

If you purchase a Yelp Deal or Gift Certificate, the terms of your purchase will be governed by the Yelp General Terms for Deals and Certificates. Please review them before you make each purchase since they may change from time to time. In the event of any conflict between the Yelp General Terms for Deals and Certificates and these Terms, the Yelp General Terms for Deals and Certificates will prevail.

Similarly, if you create a business owner's account on the Site or purchase advertising from Yelp, the Yelp Advertising Agreement will apply. In the event of any conflict between the Yelp Advertising Agreement and these Terms, the Yelp Advertising Agreement will prevail.

#### 9. SUGGESTIONS AND IMPROVEMENTS

By sending us any ideas, suggestions, documents or proposals ("Feedback"), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against Yelp and its users any claims and assertions of any moral rights contained in such Feedback.

#### 10. THIRD PARTIES

The Site may include links to other websites or applications (each, a "Third Party Site"). We do not control or endorse any Third Party Site. You agree that we are not responsible for the availability or contents of such Third Party Sites. Your use of Third Party Sites is at your own risk.

Some of the services made available through the Site may be subject to additional third party or open source licensing terms and disclosures, including the ones posted here and incorporated herein by reference.

#### 11. INDEMNITY

You agree to indemnify, defend, and hold Yelp, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them (collectively, the "Yelp Entities") harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating to (i) your access to or use of the Site, (ii) your violation of the Terms, (iii) any products or services purchased or obtained by you in connection with the Site, or (iv) the infringement by you or any third party using your account, of any intellectual property or other right of any person or entity. Yelp reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of Yelp. Yelp will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

#### 12. DISCLAIMERS AND LIMITATIONS OF LIABILITY

**PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE YELP ENTITIES TO YOU. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. IF YOU ARE UNSURE ABOUT THIS OR ANY OTHER SECTION OF THESE TERMS, PLEASE CONSULT WITH A LEGAL PROFESSIONAL PRIOR TO ACCESSING OR USING THE SITE. BY ACCESSING OR USING THE SITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.**

- A. THE SITE IS MADE AVAILABLE TO YOU ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, WITH THE EXPRESS UNDERSTANDING THAT THE YELP ENTITIES MAY NOT MONITOR, CONTROL, OR VET USER CONTENT AS SUCH. YOUR USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK. THE YELP ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE SITE, ITS SAFETY OR SECURITY, OR THE SITE CONTENT ACCORDINGLY. THE YELP ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM THE SITE'S INOPERABILITY, UNAVAILABILITY, OR SECURITY VULNERABILITIES OR FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE BUSINESS LISTINGS, RATINGS, REVIEWS, METRICS OR REVIEW FILTER FOUND ON, USED ON, OR MADE AVAILABLE THROUGH THE SITE.
- B. THE YELP ENTITIES MAKE NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD PARTY, SUCH AS THE BUSINESSES OR ADVERTISERS LISTED ON THE SITE OR THE SITE'S USERS ACCORDINGLY. THE YELP ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM THEIR ACTIONS OR OMISSIONS, INCLUDING, FOR EXAMPLE, IF ANOTHER USER OR BUSINESS MISUSES YOUR CONTENT, IDENTITY OR PERSONAL INFORMATION, OR IF YOU HAVE A NEGATIVE EXPERIENCE WITH ONE OF THE BUSINESSES OR ADVERTISERS LISTED OR FEATURED ON THE SITE. YOUR PURCHASE AND USE OF PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE SITE IS AT YOUR OWN DISCRETION AND RISK.
- C. THE YELP ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO THE PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE SITE, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED TO YOU BY A REPRESENTATIVE OF ONE OF THE YELP ENTITIES SHALL CREATE A REPRESENTATION OR WARRANTY.
- D. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SITE, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SITE.
- E. THE YELP ENTITIES' MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SITE OR THESE TERMS IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO THE YELP ENTITIES IN CONNECTION WITH THE SITE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) \$100.
- F. THE YELP ENTITIES DISCLAIM LIABILITY FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS, (iii) BUSINESS INTERRUPTION, (iv) REPUTATIONAL HARM, OR (v) LOSS OF INFORMATION OR DATA.

#### 13. CHOICE OF LAW AND VENUE

California law will govern these Terms, as well as any claim, cause of action or dispute that might arise between you and Yelp (a "Claim"), without regard to conflict of law provisions. FOR ANY CLAIM BROUGHT BY EITHER PARTY, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN SAN FRANCISCO COUNTY, CALIFORNIA.

#### 14. TERMINATION

- A. You may terminate the Terms at any time by closing your account, discontinuing your use of the Site, and providing Yelp with a notice of termination here. Please review our Privacy Policy for information about what we do with your account when terminated.
- B. We may close your account, suspend your ability to use certain portions of the Site, and/or ban you altogether from the Site for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your account, the Site, Your Content, Site Content, or any other related information.
- C. In the event of any termination of these Terms, whether by you or us, Sections 1, 5, 6, 10 - 14 will continue in full force and effect, including our right to use Your Content as detailed in Section 5.

#### 15. GENERAL TERMS

- A. We reserve the right to modify, update, or discontinue the Site at our sole discretion, at any time, for any or no reason, and without notice or liability.
- B. We may provide you with notices, including those regarding changes to the Terms by email, regular mail or communications through the Site.
- C. Except as otherwise stated in Section 10 above, nothing herein is intended nor will be deemed to confer rights or remedies upon any third party.
- D. The Terms contain the entire agreement between you and us regarding the use of the Site, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.
- E. Any failure on Yelp's part to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
- F. If any provision of the Terms is found to be unenforceable or invalid, then only that provision shall be modified to reflect the parties' intention or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.
- G. The Terms, and any rights or obligations hereunder, are not assignable, transferable or sublicensable by you except with Yelp's prior written consent, but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void.
- H. The section titles in the Terms are for convenience only and have no legal or contractual effect.



# EXHIBIT 2



## Content Guidelines

[About Us](#) [Management](#) [Myths](#) [About Yelp](#) [Careers](#) [Press](#) [Investor Relations](#) [FAQ](#) [Content Guidelines](#) [Contact Yelp](#)

### General Guidelines

Yelp allows users to contribute different kinds of content, including reviews, photos, events, votes, tips, private messages, and more. Playing nice isn't rocket science, but just in case, we've put together these general guidelines. Please also read the guidelines below for specific types of content that you might contribute to the site.

- **Inappropriate content** Colorful language and imagery is fine, but there's no need for threats, harassment, lewdness, hate speech, and other displays of bigotry.
- **Conflicts of interest** Your contributions should be unbiased and objective. For example, you shouldn't write reviews of your own business or employer, your friends' or relatives' business, or businesses in your networking group.
- **Promotional content** Unless you're using your Business Owners Account to add content to your business's profile page, we generally frown upon promotional content. Let's keep the site useful for consumers and not overrun with commercial noise from every user.
- **Relevance** Please make sure your contributions are relevant and appropriate to the forum. For example, reviews aren't the place for rants about a business's employment practices, political ideologies, extraordinary circumstances, or other matters that don't address the core of the consumer experience.
- **Privacy** Don't publicize other people's private information. Please don't post close-up photos of other people without their permission, and please don't post other people's full names unless you're referring to service providers who are commonly identified by their full names.
- **Intellectual property** Don't swipe content from other sites or users. You're a smart cookie, so write your own reviews and take your own photos, please!

### Additional Guidelines [Collapse All](#)

#### Review Guidelines

The best reviews are passionate and personal. They offer a rich narrative, a wealth of detail, and a helpful tip or two for other consumers. Here are some additional thoughts for conscientious reviewers:

- **Personal experience** We want to hear about your firsthand consumer experience, not what you heard from your co-worker or significant other. Try to tell your own story without resorting to broad generalizations and conclusory allegations.
- **Accuracy** Make sure your review is factually correct. Feel free to air your opinions, but don't exaggerate or misrepresent your experience. We don't take sides when it comes to factual disputes, so we expect you to stand behind your review.
- **Review updates** Review updates should reflect a new experience or interaction with the business. Don't tell the same old story you've already told. If you'd like to add new insight to an old experience, just edit your review instead of creating a new update.

#### Photo Guidelines

Business photos should be broadly relevant to the business and reflect the typical consumer experience (e.g., what the business looks like, what the business offers, etc.)

We may remove photos that showcase a more unique personal experience (e.g., your smiling group of friends at the bar, the fly in your soup) as well as lower quality photos (e.g., too blurry or dark).

#### User Profile Guidelines

Don't be shy — use your account profile to let people know who you are and what makes you tick. Users want to read reviews from people they know and trust (not those with profiles that are empty or laced with inappropriate content).

#### Talk Guidelines

Talk is a place for fun, open, and honest conversations about what's going on in your community. While it's easy to engage and post on Talk, take care with what you post since you can't subsequently delete it. A dash of common sense goes a long way. And since user trust and transparency are important to us, anonymous users who are disruptive to the community will probably be dealt with more sternly than those who stand behind their words.

#### Messaging Guidelines

Yelp has a handy messaging feature to keep you connected with your fellow yelpers. First off, please don't use this feature to harass other users or send other inappropriate content. Second, user accounts are for personal, non-commercial use only. Business owners should message reviewers using their free Business Owners Account. In order to do so, we ask that they upload a clear photo of themselves to help personalize their message.

#### Event Guidelines

Heard about a great event in the neighborhood? Great! Post it to the Events tab on Yelp. Please don't use Events to post your recurring promotional announcements and sales. We also like to keep the content fresh, so please don't post events more than 6 months in advance.

#### Business Owner Guidelines

Business owners should be getting in on the act, too. Some words of wisdom:

- **About Your Business** You can use the "About This Business" tab to tell people a little something special about your business. Please keep it relevant, don't use this feature to attack your competitors, reviewers, or Yelp, and don't use it to seed keywords or post special offers or promotions — we'll remove them if we see them.
- **Public Comments** Private messaging is often the best way to resolve a dispute with an unhappy customer, but business owners can also address issues publicly by posting a public comment. As with private messaging, we ask that business owners upload a clear photo of themselves to help personalize their message. Don't use public comments to launch personal attacks, advertise, or offer an incentive to change a review.
- **Video** Videos are a great way for advertisers to promote themselves on Yelp. Be as creative as you can, but please keep it clean. We're not big fans of imagery showing violence, drug use, nudity, near nudity, or suggestive acts. Also, please don't use your video to disparage other businesses, users, or Yelp, request or solicit reviews from users, or respond to user reviews.



# **EXHIBIT 3**



Find 1000s, 1000s of Businesses

Near Greensboro, NC



Sign Up

[Home](#) [About Me](#) [Write a Review](#) [Find Friends](#) [Messages](#) [Talk](#)[Log In](#)

## McMillan Law Group

Category: Bankruptcy Law [Edit]

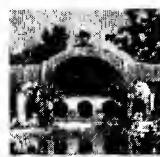
2751 Roosevelt Rd

Ste 204

San Diego, CA 92106

Neighborhoods: Liberty Station, Point Loma

(858) 499-8951

<http://www.mcmillanlawgroup.com>[Add Photos](#)[Buy a Yelp Deal](#)[Buy a Gift Certificate](#)

### \$95 for \$125 Deal at McMillan Law Group

- You get a voucher redeemable for \$125 at McMillan Law Group.
- Print out your voucher, or redeem on your phone with the Yelp app.

[\\$95 Buy Now](#)[View more](#)**Hours:**

Mon-Fri 9 am - 5 pm

[Edit Business Info](#)[Send to Friend](#)[Bookmark](#)[Send to Phone](#)[Write a Review](#)**Doan Bankruptcy Law Firm**

3.3 Miles from McMillan Law Group

 Jolie P. said: "Wil Brlesemester is one of the nicest guys I've ever met. He is so incredibly welcoming and has a very relaxed demeanor. This law firm is unlike anyone out there. . ." [read more](#)

**About This Business**[View Business Details](#)[What's This?](#)**Specialties**

We are San Diego's Premier Bankruptcy Law Firm. If you are looking at this page, then it is necessary that you speak to a qualified and experienced Bankruptcy lawyer as soon as possible. The Consultation is always free and you will get unbiased legal advice about your personal or business situation. You will meet with a bankruptcy attorney.

Conveniently located in the Liberty Station Development of Point Loma and easily accessible from all parts of San Diego.

What sets us apart from other Bankruptcy lawyers, is that a bankruptcy attorney will handle your case from start to finish. We do not have intake people and never use appearance attorneys. You will receive solid legal advice from an experienced bankruptcy attorney.

If you are considering filing for Bankruptcy, call us to schedule a free one hour consultation. Bankruptcy is a legal process and you should meet with an experienced bankruptcy attorney to discuss your options

**History***Established in 2008*

The McMillan Law Group is a group of talented bankruptcy attorneys and staff dedicated to providing top tier bankruptcy services to consumer and small business clients. All of our bankruptcy attorneys have worked for white shoe international law firms and now bring that level of service to consumers and small businesses at affordable prices. Why settle for anything less?

Nowhere else will you receive the same level of personal attention and professionalism. If we can't handle your case, we will know someone who can.

**Meet the Manager: Julian M.**

Mr. McMillan began his pursuit of a legal career by attending law school in England. He completed his law degree at the University of Exeter School of Law in one year before earning his first LL.M. degree at the University of Nottingham. He then worked for an international law firm based in London representing some of the world's most prestigious international finance institutions. After five years in London, Mr. McMillan then completed an LL.M. degree at the University of San Diego, School of Law. He was then immediately offered and accepted a position with the finance group in the San Diego office of DLA Piper, LLP. Since 2008, Mr. McMillan has personally overseen every case handled by the McMillan Law Group. He is known for his ability to empathize with clients and give them straightforward legal advice in simple terms that translate to real life solutions. Call 858 499 8954 now to schedule a free consultation

[View Larger Map/Directions](#)**Browse Nearby:**[Restaurants](#) | [Nightlife](#) | [Shopping](#) | [Movies](#) | [All](#)

**T-Mobile un-leash**

**Just \$99.99** down O.A.C.  
Plus \$20/mo. for 24 months.  
If you cancel wireless service, remaining balance on phone becomes due.

**iPhone 5**

Get it now at [T-Mobile.com](#)

**People Who Viewed This Also Viewed...**

Morel Law

"Morel is really the best when it comes to debt relief."

Marjan Mortazavi

Neighborhood: Downtown



Shanner &amp; Associates

Neighborhood: Mission Valley



Seneca Law Group

"They offered insight and knowledge that other attorneys hadn't."



Mach Law

Neighborhood: Mount Hope

**People Viewed This After Searching For...**[Bankruptcy Attorney San Diego](#)[Read 101 Reviews](#)[Write a Review](#)

**Seneca Law Group**  
Bankruptcy Law

**Morel Law**  
★★★★★

**Shanner & Associates**  
★★★★★

**Marjan Mortazavi**  
★★★★★

**Gupta Legal Center**  
★★★★★

[See More](#)



# EXHIBIT 4

# Andrew Boylan

■ Legal Operations Analyst at Quality Loan Service Corporation  
✉ University of San Diego  
📍 Greater San Diego

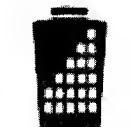


## PROFESSIONAL EXPERIENCE

### Profile

2011 - Present

**Legal Operations Analyst - Quality Loan Service Corporation**



2009 - 2011

**Attorney - McMillan Law Group**



We represent consumer debtors in Chapter 7, Chapter 11, and Chapter 13 Bankruptcy proceedings. We help individual debtors eliminate their debt and achieve a fresh start through Bankruptcy. We also help home owners achieve their legal and financial goals by filing bankruptcy. We use bankruptcy to allow home owners to pay back arrears on their home loans, strip second mortgages, and limit liability in foreclosure. Each clients situation is different and bankruptcy is often a powerful tool in helping our clients achieve their goals. We also actively represent clients in adversarial bankruptcy proceedings.

2008 - 2009

**MBA Student - University of San Diego Graduate School of Business**



For over 35 years, the School of Business Administration has provided a rigorous, relevant and values-based education that accelerates the personal and professional growth of the students who pass through our doors. Students in our MBA programs are equipped with the necessary analytical tools they need to thrive across industries and business disciplines, and are also exposed to realworld applications that impact business and society. Our ultimate goal is to give students the competencies and experiences they need to become critical citizens and community leaders.

[Show All Professional Experiences \(3\)](#)



**EXHIBIT 5**

0  
1

★★★★★ 10/7/2010

The entire firm staff was very helpful. I never felt uncomfortable asking questions throughout the process, and the staff was very informative. I was kept in the loop throughout my filing.

Bella L  
San Diego, CA

I certainly recommend McMillan Law Group for a quick, efficient and pain-free bankruptcy experience.

I am now back on my feet again financially thanks to the firm



# **EXHIBIT 6**